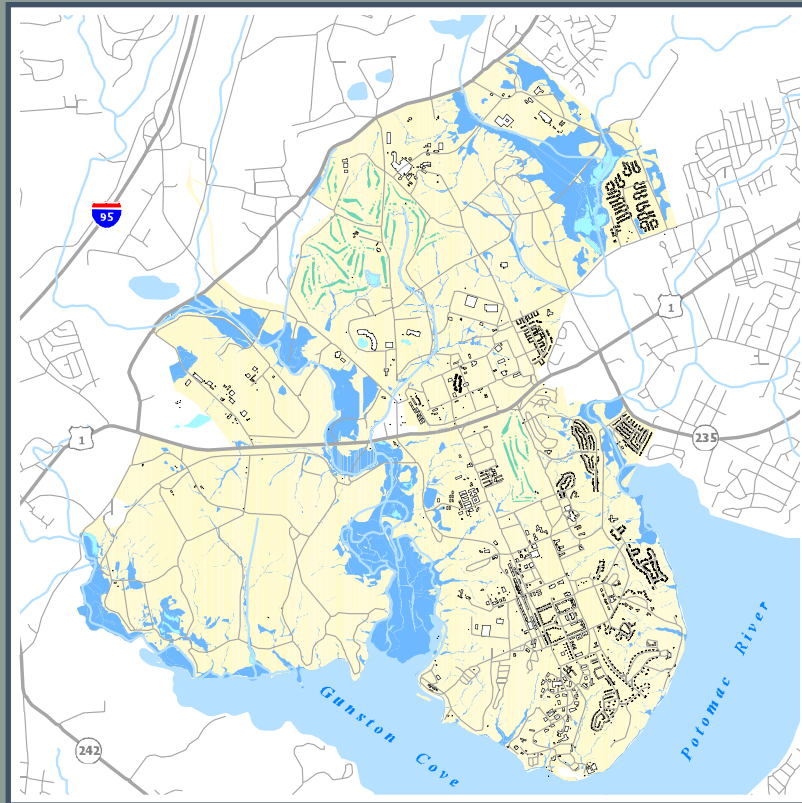


**Programmatic Agreement
between
US Army Garrison Fort Belvoir
and the
Virginia State Historic Preservation Officer
for the
Privatization of Family Housing at
Fort Belvoir, Virginia**



**Department of the Army
US Army Garrison Fort Belvoir
Directorate of Public Works and Logistics
9430 Jackson Loop, Ste. 100
Fort Belvoir, Virginia 22060-5516**

August 2003

PROGRAMMATIC AGREEMENT
BETWEEN
FORT BELVOIR, VIRGINIA
AND THE
VIRGINIA STATE HISTORIC PRESERVATION OFFICER
FOR THE
PRIVATIZATION OF FAMILY HOUSING AT
FORT BELVOIR, VIRGINIA

WHEREAS, Fort Belvoir, pursuant to the Military Housing Privatization Initiative (P.L. 104-106, 110 Stat. 544, Title XXVIII, Subtitle A, Section 2801), which amends 10 U.S.C. 169 by addition of a new subchapter, IV—Alternative Authority for Acquisition and Improvement of Military Housing, has determined to privatize family housing at Fort Belvoir, Virginia, through the Residential Communities Initiative (RCI) (Undertaking); and

WHEREAS, under RCI, Fort Belvoir Residential Communities, LLC (Partnership) will implement the privatization of current family housing and ancillary facilities at Fort Belvoir; and

WHEREAS, the Partnership will be a separate legal entity known as a Limited Liability Company that will be formed after Congressional review of the Fort Belvoir RCI project, at closing, expected to be December 1, 2003. The partners of the Partnership will be the Department of the Army, acting through the Garrison Commander of Fort Belvoir, and Clark Pinnacle Family Communities, LLC; and

WHEREAS, the Partnership will be granted a ground lease of the existing Fort Belvoir housing areas and new construction areas and the stipulations of this Programmatic Agreement will be made an exhibit to the ground lease so that the stipulations become an integral part of the ground lease; and

WHEREAS, the privatization of the housing at Fort Belvoir will result in the transfer of a long-term interest in the construction, demolition, renovation, rehabilitation, operation, and maintenance of housing and other ancillary facilities at Fort Belvoir largely independent of direct government control, but intended for the use of soldiers and their families; and

WHEREAS, Fort Belvoir has determined that implementation of the Undertaking has the potential to adversely affect properties eligible for listing in the National Register of Historic Places (NRHP) and has consulted with the Virginia State Historic Preservation Officer (SHPO) in accordance with sections 106 and 111 of the National Historic Preservation Act (the Act), as amended, (16 U.S.C. 470 et. seq.) and the implementing regulations found at 36 CFR Part 800 (2001); and

WHEREAS, Fort Belvoir has invited the Advisory Council on Historic Preservation (Council) to participate in the resolution of adverse effects to properties eligible for listing in the NRHP pursuant to 36 CFR 800.6(a)(1) and the Council has declined to participate as a consulting party; and

WHEREAS, the Area of Potential Effect (APE) for the RCI program at Fort Belvoir includes approximately 530 acres of existing Fort Belvoir housing areas, approximately 80 acres of land for new construction, and approximately 26 acres of land to be used as temporary construction staging areas, all areas that will be directly impacted by the undertaking (Attachment A); and

WHEREAS, the APE also includes the buildings and grounds of the Alexandria Friends Meeting House near the intersection of Route 1 and Woodlawn Road, the buildings and grounds of Woodlawn Plantation near the intersection of Route 1 and Route 235, and the buildings and grounds of George Washington's Grist Mill near the intersection of Mount Vernon Road and Route 235 (Attachments M-O); and

WHEREAS, Fort Belvoir has conducted an inventory of historic properties identifying, within the APE, historic buildings, structures and features comprising the Fort Belvoir Historic District (the District), eligible for listing in the NRHP and listed in the Virginia Landmarks Register(Attachment A); and

WHEREAS, Fort Belvoir has completed NRHP eligibility determinations for historic housing assets outside the District in accordance with Section 110(a)(2) of the Act and determined said assets eligible for listing in the NRHP, and the SHPO has concurred with these determinations (Attachment B); and

WHEREAS, Fort Belvoir anticipates that the Undertaking will result in substantial alteration and demolition of some of the historic properties eligible for the NRHP which are listed and depicted in Attachments A and B; and

WHEREAS, Fort Belvoir will complete a survey of cultural landscape features in consultation with the SHPO within six months of the transfer of long-term interest in housing and other ancillary facilities at Fort Belvoir to the Partnership as noted in Stipulation I.C; and

WHEREAS, all Capehart and Wherry-Era housing on Fort Belvoir (Attachment C), is covered by an Army-wide Program Comment by the Council and there are no further preservation or consultation requirements for the housing or ancillary structures in these areas pursuant to 36 CFR Part 800; and

WHEREAS, Fort Belvoir has identified the Fairfax County Certified Local Government, the Alexandria Friends Meeting - Religious Society of Friends, and the National Trust for Historic Preservation as consulting parties pursuant to 36 CFR 800.2, and has afforded these parties the opportunity to review and comment on the Undertaking and draft language for an agreement document, and has incorporated the recommendations of these parties into this Agreement; and

WHEREAS, the Partnership has been provided the opportunity to review and comment on the draft language for an agreement document and have been invited to concur with the agreement document pursuant to 36 CFR 800.6(c)(3); and

WHEREAS, as defined in 36 CFR 800.16(m), no federally recognized Indian tribes with historic ties to the Fort Belvoir area currently exist for consultation on the Undertaking pursuant to 36 CFR 800.2; and

WHEREAS, Fort Belvoir has notified the Virginia Council on Indians, the state agency charged with the responsibility of representing the interests of the Native American community in the Commonwealth and the eight state-recognized tribes of this agreement, and has invited their comments; and

WHEREAS, Fort Belvoir has provided the public an opportunity to comment on this Undertaking through the Section 106 process and has considered their comments and recommendations in preparing this Agreement; and,

NOW THEREFORE, Fort Belvoir and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

Fort Belvoir will ensure that the following measures are carried out:

I. APPLICABILITY, BASELINE INFORMATION, AND PROFESSIONAL QUALIFICATIONS STANDARDS

A. Based on analysis of the residential infrastructure, Fort Belvoir has determined in consultation with the SHPO that existing residential buildings, structures, objects, districts or landscapes affected by the Undertaking listed in Attachment A and B are now NRHP-eligible under NRHP criteria.

B. Fort Belvoir will conduct a survey of buildings, structures, and landscapes on Fort Belvoir property that have reached fifty years of age since the previous survey, occurring at five-year intervals, in accordance with Section 110 of the Act. The survey will be conducted in consultation with the SHPO and in accordance with *The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* [48 FR 44720-44726], as revised. Any new NRHP-eligible properties administered or affected by the Partnership that are recognized through this process and concurred to by the SHPO will be subject to the provisions of this Agreement. This stipulation does not limit any other evaluation and possible nomination that may occur at the discretion of the Partnership, as long as the nomination includes only units administered by the Partnership, and the Partnership coordinates with the Fort Belvoir Installation Cultural Resources Manager (hereafter, Fort Belvoir Installation Cultural Resources Manager, or CRM) in the preparation of the nomination. Before any survey, finding or report regarding properties administered or affected by the Partnership is presented to the SHPO, Fort

Belvoir will present it to the Partnership and permit the Partnership to perform its own analysis and survey to determine if it concurs. In the event of disagreement, the decision of the Installation Management Agency - Northeast Regional Office (IMA - NERO) Cultural Resource Manager will prevail. In the event of disagreement between Fort Belvoir and the SHPO, a formal determination of eligibility will be requested of the Keeper of the National Register of Historic Places in accordance with 36 CFR 63.

C. Fort Belvoir will complete a survey of cultural landscape features within six months of the transfer of long-term interest in the construction, demolition, renovation, rehabilitation, operation, and maintenance of housing and other ancillary facilities at Fort Belvoir to the Partnership. Fort Belvoir will provide the results of the survey to the Partnership. Any additional NRHP-eligible properties recognized through this process concurred to by the SHPO and administered or affected by the Partnership will be subject to the provisions of this Agreement. Disputes concerning the eligibility of historic resources between the Partnership and Fort Belvoir or between Fort Belvoir and the SHPO will be resolved in accordance with stipulation I.B.

D. Fort Belvoir will require the Partnership to document existing interior and exterior conditions at all NRHP-eligible structures, buildings, and landscapes in the historic housing areas within three years of execution of this Agreement. Fort Belvoir will provide the documentation to the signatories of this Agreement in a format that will remain functional throughout the term of this Agreement, including archival still photographs. Fort Belvoir will supplement the documentation to maintain accuracy and record modifications to historic properties. One copy of the documentation and any supplemental materials, as they are developed, shall be provided to the SHPO. This documentation will serve as a reference throughout the term of this Agreement. Standards for this documentation are included in Attachment L.

E. The SHPO may, at any time, request Fort Belvoir provide an NRHP eligibility evaluation of a property administered or affected by the Partnership. Fort Belvoir shall coordinate with the Partnership and provide the requested NRHP eligibility evaluation to the SHPO within 60 days of receipt of the request.

F. Fort Belvoir CRM, in consultation with the Alexandria Friends Meeting - Religious Society of Friends and the Partnership, will determine a viewshed boundary from the Alexandria Friends Meeting House to adjacent Fort Belvoir land after the execution of this agreement. The viewshed boundary will be used to supplement consultation requirements as described in Stipulation IV.D.5, below.

G. For the purposes of this Agreement, Fort Belvoir environmental staff will, at a minimum, consist of an individual (Fort Belvoir CRM) who will serve as the point of contact with the SHPO and the Council. Fort Belvoir CRM will have access to Qualified Staff. For the purposes of this Agreement, "Qualified Staff" is defined as an individual who meets 36 CFR 61, Appendix A, Professional Qualification Standards. Qualified Staff will have professional qualifications, training, and experience relevant to the technical requirements of a given undertaking. For example: Architectural Historians or Historical Architects will be utilized to survey historic buildings, while Archaeologists or Anthropologists will be utilized to perform archaeological investigations.

H. For the purposes of this Agreement, the Partnership staff will, including consultants, have access to an individual who meets Qualified Staff requirements. The Partnership's qualified staff will coordinate the preparation, development and review of rehabilitation plans, proposed projects and work requirements that affect historic properties. The Partnership's qualified staff will act on behalf of the Partnership and participate in consultations between Fort Belvoir CRM and the SHPO concerning plans, projects, and work requirements as listed above.

II. CONVEYANCE ACTIVITIES

A. Fort Belvoir will convey long-term interests in family housing units and ancillary improvements to the Partnership by real estate instrument. To ensure that the ground lease shall contain such terms and conditions as necessary and appropriate to meet the requirements of Sections 106 and 111 of the Act to provide for adequate consideration and treatment of historic properties that may be affected by the RCI program, this Programmatic Agreement in its entirety shall be incorporated into and made part of the ground lease.

B. Before execution of any conveyance or finalization of the ground lease for the Undertaking, Fort Belvoir shall provide the Partnership access to all previously compiled information on any historic properties within the APE to guide the Partnership in the management and use of the properties (Attachment D). Fort Belvoir shall indicate that historic properties are subject to alternate and more stringent management requirements pursuant to Stipulation IV.

C. Renewal or any modifications to the ground lease shall be subject to consultation among the signatories to determine whether such renewal or modifications constitute a new federal undertaking subject to provisions of the Act.

III. IMPACTS OF THE UNDERTAKING

A. Description of Impacts to Historic Properties

1. After execution of the Ground Lease, the Partnership will undertake the following actions:

- a) Demolish 56 NRHP-eligible housing resources (Attachment E).
- b) Construct detached garages adjacent to 155 remaining (144 residential, 11 garages) NRHP-eligible housing resources in Belvoir Village (Attachment F); Park Village (Attachment G); Gerber Village (Attachment H); and Jadwin Loop Village and 21st Street Houses (Attachment I).
- c) Construct additions to, and reconfigure the interiors of, NRHP-eligible housing resources in Park (two) (Attachment G) and Gerber Villages (70) (Attachment H), and to resources located along 21st Street (six) (Attachment I).
- d) Reconfigure the interiors of NRHP-eligible housing resources in Jadwin (five) (Attachment I) and Belvoir Villages (61) (Attachment F).
- e) Construct new infill housing in, and adjacent to, the District and all NRHP-eligible historic housing areas in Belvoir Village (Attachment F); Park

Village (Attachment G); Gerber Village (Attachment H); Jadwin Loop Village and 21st Street (Attachment I); and Rossell Village (Attachment J).

B. Minimization of Impacts to Historic Properties

1. Conceptual Designs for the Treatment of Historic Properties

a) Attachments F through J reflect conceptual designs for construction and rehabilitation in, and adjacent to, the District and NRHP-eligible resources. The SHPO has reviewed these designs and concurs that they conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings and Guidelines for the Treatment of Cultural Landscapes* (Treatment Standards) and serve to lessen the impacts to historic properties. Specifically, the guidelines for the rehabilitation of historic properties will be used as the basis for all actions and undertakings with the potential to affect historic properties (hereafter referred to as Treatment Standards for Rehabilitation).

b) Fort Belvoir will require the Partnership to continue consultation with Fort Belvoir CRM and the SHPO to finalize and implement these conceptual designs in accordance with Stipulation IV.C, below.

2. Retention of NRHP-eligible Properties

a) Sixty-one single-family residential buildings in Belvoir Village constructed between 1934 and 1935 will be retained and rehabilitated in accordance with the Treatment Standards for Rehabilitation.

b) Sixty-four single family residential buildings, six duplex residential buildings, and six garages in Gerber Village constructed between 1931 and 1934 will be retained and rehabilitated in accordance with the Treatment Standards for Rehabilitation.

c) Five residential townhouse buildings and five garages in Jadwin Village constructed between 1939-1940 will be retained and rehabilitated in accordance with the Treatment Standards for Rehabilitation.

d) Six "Straight type" frame buildings along 21st Street (numbers 436-441), constructed in 1920-1921 and determined NRHP eligible in 2003 will be retained and rehabilitated in accordance with the Treatment Standards for Rehabilitation as examples of a previously-abundant property type on the installation.

e) Two "L-shaped" frame buildings in Park Village (numbers 490 and 491), constructed in 1920-1921 and determined NRHP eligible in 2003 will be retained and rehabilitated in accordance with the Treatment Standards for Rehabilitation as examples of a previously-abundant property type on the installation.

3. Alternatives to Demolition

a) Fort Belvoir will encourage the Partnership to pursue some/all of the following options to assist in mitigating the adverse effects of the Undertaking:

- i) Relocation of Historic Properties
- ii) Historic Architectural Salvage
- iii) Non-historic Material Salvage

b) If one or more of the above options are chosen by the Partnership, Fort Belvoir CRM will assist the Partnership in preparing plans to market the properties for relocation or salvage to historic preservation organizations, architectural review committees, museums and the public.

c) Any plans to market the properties for relocation or salvage to historic preservation organizations, architectural review committees, museums and the public will be finalized in consultation with the SHPO.

4. Documentation of Historic Resources

a) Fort Belvoir will require the Partnership to conduct documentary efforts to a Historic American Buildings Survey (HABS) standard as stipulated in consultation with the SHPO and NPS Regional Coordinator in the NPS Northeast Region Philadelphia Support Office to assist in minimizing the impacts (demolition, alternatives to demolition, constructing additions and reconfiguring interiors) to historic housing neighborhoods and the District. Documentation will be undertaken on one of each type of historic resource to be affected, including its setting and surrounding landscape features prior to relocation, salvage, demolition, or alteration.

b) Multi-media Presentation on the History of Army Family Housing at Fort Belvoir

i) Fort Belvoir will require the Partnership to prepare an Internet-ready, multi-media presentation on the history of Army family housing at Fort Belvoir within two years of the execution of this Agreement. The presentation shall include sections on World War I, World War II, Cold War-era (Capehart-Wherry) and post-Cold War-era Army family housing neighborhoods at Fort Belvoir. The Partnership will coordinate with Fort Belvoir CRM and the SHPO in developing the scope of work for preparing the presentation.

c) A copy of the completed HABS documentation and multi-media presentation will be made available to the parties of this agreement and the public. Each of the parties to this agreement may duplicate and distribute the presentation in any way, but no party may sell the presentation for profit. The public will have access to the information at local libraries and archives, to include the Fairfax County Public Library System and the Department of Historic Resources Archives in Richmond. HABS documentation accepted by the NPS will also be available in the American Memory collection at the Library of Congress in Washington, DC.

d) In order to disseminate information about the history of Fort Belvoir to the widest public audience possible, Fort Belvoir and the Partnership will explore other media outlets for the multi-media presentation, including but not limited to:

- i) Fort Belvoir web page
- ii) Clark-Pinnacle web page
- iii) Fort Belvoir, local, and regional television stations
- iv) Local and regional museums
- v) Other local and regional organizations with a demonstrated interest in the history of Fort Belvoir

IV. HISTORIC PROPERTY MANAGEMENT

A. Fort Belvoir will require the Partnership to conform to the management standards and guidelines for treatment of historic properties and cultural landscapes established by the Treatment Standards for Rehabilitation as outlined in Stipulation III.B.1.a.

B. Fort Belvoir will require the Partnership to consider the *Neighborhood Design Guidelines for Army Capehart and Wherry Family Housing* in finalizing all treatment strategies and plans involving Capehart-Wherry resources on the installation.

C. The Partnership will provide residents of historic properties with information regarding restrictions, conditions and stipulations for their respective home and will endeavor to ensure that the residents comply with the additional restrictions, stipulations and conditions.

D. Project Review and Consultation: Fort Belvoir CRM will review the activities of the Partnership and the activities of the property management agent, Clark Pinnacle Family Communities, LLC, using the review process specified in C.1 through 6, below. Fort Belvoir CRM will be responsible for creating and keeping a record of each project review. The documentary record of each project review will be maintained in Fort Belvoir environmental archives.

1. The Partnership will submit to Fort Belvoir CRM all proposed projects. Fort Belvoir CRM will review the project and plans and respond to the Partnership within 20 working days with a determination regarding the potential for an adverse effect on historic properties. If a determination of No Adverse Effect is made by-Fort Belvoir CRM, the project may proceed as planned.

2. The SHPO may at any time request to review and comment on a project submitted to Fort Belvoir CRM, pursuant to Stipulation IV.C.1 above, if it has reason to believe that a historic property may be adversely affected by a proposed undertaking.

3. If the Fort Belvoir CRM makes a determination of Adverse Effect, alterations to the project plans will be recommended to avoid or minimize the adverse effect. These recommendations will be made in accordance with the Treatment Standards for Rehabilitation noted in Stipulation III.B.1.a with the goal of minimizing the project to a

determination of Conditional No Adverse Effect, to be forwarded to the SHPO for review and concurrence.

4. If the Partnership does not accept these recommendations, Fort Belvoir will initiate the process to resolve the adverse effect pursuant to 36 CFR 800.6.

5. Fort Belvoir will require the Partnership to submit to Fort Belvoir CRM all proposed RCI projects adjacent to or within the viewshed of historic properties adjacent to the installation boundary, including projects such as Lewis Heights Village (Attachment K) that may impact the viewshed of the properties 5.a through c below in the Fairfax County Woodlawn Historic Overlay District. The Fort Belvoir CRM will provide representatives of the properties an opportunity to review and comment on such projects. The Fort Belvoir CRM will take the comments into consideration in determining if the project will have an adverse effect to the property. In the event of an adverse effect to an historic property, Fort Belvoir will initiate the process to resolve the adverse effect pursuant to 36 CFR 800.6.

a) Woodlawn, a National Historic Landmark, National Trust for Historic Preservation house museum and anchor property within the Fairfax County Woodlawn Historic Overlay District adopted by the Fairfax County Board of Supervisors (Attachment M);

b) Alexandria Friends Meeting – Religious Society of Friends, a NRHP-eligible 19th century meetinghouse and cemetery surrounded by Fort Belvoir at the southwest corner of Woodlawn Road and Lampert Road and within the Fairfax County Woodlawn Historic Overlay District (Attachment N); and

c) George Washington Grist Mill, a NRHP-eligible, recreated, 18th century-style gristmill located within the Mount Vernon Estate and Gardens property and within the Fairfax County Woodlawn Historic Overlay District (Attachment O).

6. In order to expedite project review for undertakings within the historic district, the Partnership will adhere to the Treatment Standards for Rehabilitation noted in Stipulation III.B.1.a. Certain actions listed in Stipulation V: Exempt Activities, are exempt from the project review process outlined in C.1 through 4, above.

7. In the case of an emergency, the Partnership will perform those actions necessary for the protection of the historic properties with on-site monitoring by Qualified Staff. The Partnership is not required to consult with Fort Belvoir in advance of emergency actions affecting historic properties. Where possible, such emergency measures will be undertaken in a manner that is consistent with the Treatment Standards. The Partnership will notify Fort Belvoir CRM, who will notify the SHPO, following execution of all emergency measures affecting historic properties. This emergency provision is limited to undertakings initiated within 30 days of the emergency. If the response to emergency conditions requires no ground lease modification, the Partnership must act in conformance with the terms of this Agreement previously reviewed by the SHPO and there is no new federal undertaking as defined in this Agreement.

E. Fort Belvoir will report to the SHPO and the Council on the status of the Fort Belvoir historic housing properties using a report prepared by the Partnership and Fort Belvoir CRM annually in the month to be agreed upon by the SHPO, the Partnership, and Fort Belvoir. This report will include information on the current condition of the historic properties, actions taken by the Partnership to maintain the properties in accordance with the Treatment Standards, and descriptions of unanticipated problems that could affect the integrity or upkeep of the historic properties, or any other activities or policies that affect or may affect the historic properties, including the documentation of Fort Belvoir CRM project reviews carried out under Stipulation IV.C, above.

F. Tax Credits

1. Fort Belvoir shall encourage the Partnership to explore federal and state historic preservation tax credit benefits via the established application process, which, for federal tax credits, requires listing of the District on the NRHP, and for state tax credits, requires listing or a determination of eligibility for listing in the Virginia Landmark Register.

2. In the event that the Partnership determines to seek the historic preservation tax credits, the proposed project will, upon receipt of approved Part II certification from NPS, be exempted from Stipulation IV.C above. Fort Belvoir will coordinate the application process in conjunction with the Partnership, SHPO and NPS before the start of rehabilitation projects involving historic buildings.

V. EXEMPT ACTIVITIES

A. The following activities will be carried out consistent with the Treatment Standards for Rehabilitation and Fort Belvoir CRM may determine them to be exempt from SHPO consultations:

1. General operation and maintenance, and new construction outside the historic district, provided such construction is not visible from the District and NRHP-eligible properties listed in Attachment B and those noted in Stipulation IV.C.4.

2. General operation of, and routine and cyclical maintenance to, NRHP-eligible properties.

3. Temporary installation of facilities to provide access to NRHP-eligible properties by disabled persons provided these changes make no permanent modification to NRHP-eligible architectural or cultural landscape elements.

4. Any change to the mechanical, electrical, or plumbing systems, basement, or attic spaces of historic properties, as long as such change does not affect any significant exterior or interior historic character-defining elements in other rooms of the quarters.

B. Activities not listed above shall be completed as directed in Stipulation IV.C, above. The replacement of existing doors and windows is not exempt and must be reviewed using the process outlined in Stipulation IV.C, above.

C. In the event that the parties to this Agreement concur in writing that additional exemptions are appropriate, such exemptions may be enacted in accordance with Stipulation IV.C.6 of this Agreement.

VI. ARCHAEOLOGICAL RESOURCES

A. Prior to any new construction on previously developed land, Fort Belvoir will determine the need for an archaeological survey in consultation with the SHPO in accordance with 36 CFR 800.3. If a survey is recommended, Fort Belvoir CRM will undertake a survey of the APE sufficient to determine the NRHP-eligibility of archeological resources in accordance with Section 36 CFR 800.4. Fort Belvoir will require the Partnership to reimburse Fort Belvoir for the cost of the survey.

B. If the Fort Belvoir CRM determines that NRHP-eligible archeological resources identified in the survey conducted pursuant to Stipulation VI.A will be affected by the undertaking as defined by 36 CFR 800.5, Fort Belvoir CRM will continue consultation in accordance with 36 CFR 800.6 to determine how to avoid or resolve an adverse effect on the property.

C. In the event of discovery of archeological materials during any of its activities, the Partnership shall immediately stop work in the area of discovery and notify the Fort Belvoir CRM. The Partnership shall ensure that no unauthorized personnel have access to the site and no further damage is done to the discovery until Fort Belvoir has complied with 36 CFR 800.13(b) and any other legal requirements. Failure to report such finds shall be interpreted as willful destruction of archaeological properties on federal land.

D. Human remains and associated funerary objects encountered during the course of actions taken as a result of this agreement shall be treated in the manner consistent with the provisions of the Native American Graves Protection and Repatriation Act (25 U.S.C. Sec. 3001 et seq.) and any other applicable laws as agreed upon in consultation with the SHPO. Information copies of any notifications made under NAGPRA shall be provided to the SHPO.

E. Fort Belvoir will ensure that archaeological artifacts recovered from archaeological investigations or unexpected discoveries will be stored in a curatorial repository that meets federal standards stipulated in 36 CFR 79, *The Curation of Federally-Owned and Administered Archaeological Collections*.

VII. CONSULTATION WITH FEDERALLY RECOGNIZED INDIAN TRIBES

No federally recognized Indian tribes with historic ties to the Fort Belvoir area currently exist for consultation on the Undertaking pursuant to 36 CFR 800.2. Should a tribe receive formal Federal recognition as defined in 36 CFR 800.16(m), said tribe interested in developing

consultation procedures for projects resulting from the RCI may consult with Fort Belvoir to develop such procedures pursuant to 36 CFR 800.2(c)(2)(ii)(E).

VIII. FISCAL REQUIREMENTS AND SOURCES

The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act and nothing in this Agreement shall be construed to require the Army or Fort Belvoir to violate the terms of the Act. If compliance with the Anti-Deficiency Act alters or impairs Fort Belvoir's ability to implement the stipulations of this Agreement, Fort Belvoir will consult in accordance with the dispute resolution and amendment stipulations as specified in Stipulations IX and X, below.

IX. DISPUTE RESOLUTION

A. Should the SHPO, the Council, a federally recognized Indian tribe affected by implementation of RCI at Fort Belvoir, or a member of the public, object within 30 days to any plans or other documents provided by Fort Belvoir or others for review pursuant to this Agreement, Fort Belvoir will consult with the objecting party to resolve the objection. If Fort Belvoir determines it cannot resolve the objection, Fort Belvoir shall forward to the Council all dispute-relevant documentation and a recommended course of action. Within 30 days after receipt of documentation, the Council will either:

1. Provide Fort Belvoir with recommendations, which Fort Belvoir will take into account in reaching a final decision regarding the dispute; or
2. Notify Fort Belvoir that it will or will not comment pursuant to 36 CFR 800.7(c). Fort Belvoir will take into account any comment the Council provides in response to such request and do so in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute.

B. Any recommendation or comment that the Council provides pertains only to the subject of the dispute. Fort Belvoir's responsibility to carry out all other actions under this Agreement, other than those disputed, will not change.

X. AMENDMENT AND TERMINATION

A. If a change occurs in the Undertaking that creates new circumstances that Fort Belvoir must address, or, if Fort Belvoir is unable to carry out the terms of this Agreement, any party to this Agreement may request an amendment in accordance with 36 CFR Part 800.6(c)(7).

B. Should the parties to this Agreement not agree on an amendment or in the event of Fort Belvoir's failure to comply with the stipulations of this Agreement prior to execution of a Ground Lease, this Agreement shall be terminated. In such an event, Fort Belvoir may elect not to execute a ground lease that has the potential to adversely affect historic properties until applicable stipulations of the Agreement are met or until it obtains alternative documentation from the Council that it has met the requirements of the Act.

XI. EFFECTIVE DATE, END DATE, APPLICABILITY

A. This Programmatic Agreement is effective on the date that the Partnership is formed and takes effect. Fort Belvoir will comply with all terms and stipulations from that date forward.

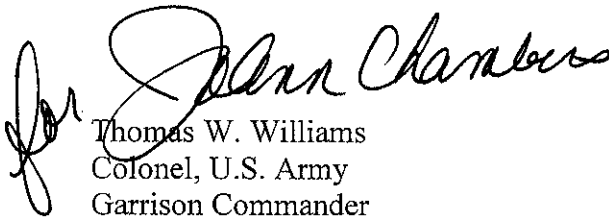
B. This Programmatic Agreement will be incorporated into the ground lease as an exhibit and will become an integral part of the ground lease. The Programmatic Agreement will become applicable to Fort Belvoir Residential Communities, LLC after the Partnership is formed and upon the execution of the Ground Lease. The ground lease is expected to be a 50-year lease, with an option to renew that lease for 25 more years upon mutual agreement between the parties.

C. This Agreement will be in effect so long as the ground lease is in effect, unless previously terminated under the provisions of Stipulation X, above. If the parties to the ground lease agree to extend the ground lease, the parties to this Agreement will consult on the need to renew or amend this Agreement at the same time as the ground lease is being considered for renewal.

Execution of this Programmatic Agreement and implementation of its terms evidence that Fort Belvoir has afforded the Council an opportunity to comment on the Undertaking to privatize family housing at Fort Belvoir, and its effects on historic properties, and that Fort Belvoir has taken into account the effects of the Undertaking on historic properties.

FORT BELVOIR, VIRGINIA

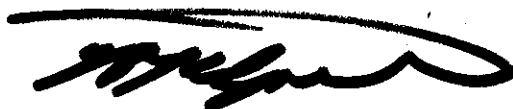
By:


Thomas W. Williams
Colonel, U.S. Army
Garrison Commander

Date: 13 Aug 03

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

By:



Kathleen Kilpatrick
State Historic Preservation Officer

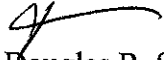
13 Aug 03
Date:

CONCUR: CLARK PINNACLE BELVOIR LLC

Clark Pinnacle Belvoir LLC has reviewed the above terms and stipulations of this Programmatic Agreement. We acknowledge that the terms and stipulations will become a part of the ground lease and that they will become binding on Fort Belvoir Residential Communities, LLC, a limited liability corporation that Clark Pinnacle Belvoir LLC and the Army will form after the RCI project at Fort Belvoir is approved by Congress.

Clark Pinnacle Belvoir LLC

By: Clark Realty Capital, L.L.C., Manager

By: 
Douglas R. Sandor, Manager

Date: 18 AUG 2003